

RESOLUTION NO. 2008-258

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
UNILATERALLY RESOLVING THE MEET AND CONFER IMPASSE
BETWEEN THE CITY OF ROCKLIN AND
AFSCME COUNCIL 57 LOCAL 146, AFL-CIO REPRESENTING
THE PUBLIC SERVICE UNIT EMPLOYEES

WHEREAS, Government Code sections 3500 through 3510 (hereinafter the Myers-Millias-Brown Act or “the Act”) provide in pertinent part that representatives of the governing body of the City of Rocklin shall meet and confer in good faith with representatives of a recognized employee organization regarding proposed changes in wages, hours and other terms and conditions of employment and shall consider fully such presentations as are made by the employee organization on behalf of its members prior to the City arriving at a determination of policy or course of action; and

WHEREAS, the Public Service Unit Employees represented by AFSCME is an employee organization recognized by the City to represent a unit consisting of job classifications listed in Exhibit B; and

WHEREAS, as regards to establishment of a successor Memorandum of Understanding, representatives of the City and the Public Service Unit employees have met and conferred in good faith as that term is used in the Act; and

WHEREAS, representatives of the City and the Public Service Unit employees have failed to reach agreement regarding a successor to the expired February 1, 2005 – January 31, 2008 Memorandum of Understanding between them; and

WHEREAS, the parties have concluded the impasse resolution procedures as required by all applicable statutes, rules, regulations and agreements;

WHEREAS, authority for a public agency to unilaterally implement its last, best, and final offer is set forth in California Government Code section 3505.4, “Final Offer”, “If after meeting and conferring in good faith, an impasse has been reached between the public agency and the recognized employee organization, and impasse procedures, where applicable, have been exhausted, a public agency that is not required to proceed to interest arbitration may implement its last, best and final offer, but shall not implement a memorandum of understanding. The unilateral implementation of a public agency's last, best, and final offer shall not deprive a recognized employee organization of the right each year to meet and confer on matters within the scope of representation, whether or not those matters are included in the unilateral implementation, prior to the adoption by the public agency of its annual budget, or as otherwise required by law.”

NOW, THEREFORE the City Council of the City of Rocklin does hereby resolve as follows:

Section 1. The City Council of the City Of Rocklin hereby unilaterally implements the terms and conditions of the One-Year Last, Best and Final Offer, attached as Exhibit A and incorporated herein by this reference, to be effective as of the date of this resolution, except as specifically referenced in the text of Exhibit A.

Section 2. The AFSCME salary schedule effective February 1, 2008 attached hereto as Exhibit B and incorporated herein is hereby approved.

PASSED AND ADOPTED this 6th day of October, 2008, by the following roll call vote:

AYES: Councilmembers: Magnuson, Yuill, Lund, Storey

NOES: Councilmembers: Hill

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None

Brett Storey, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

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EXHIBIT A
CITY OF ROCKLIN/AFSCME NEGOTIATIONS
June 3, 2008
LAST, BEST AND FINAL OFFER

This proposal is a comprehensive package/counterproposal. The provisions contained herein are not separate proposals, but part of a package, which must be accepted in its entirety or it shall be deemed rejected. Language not changed in the comprehensive proposal shall remain unchanged. The City reserves the right to withdraw, modify and/or add to this.

Article 4. Term

The term of this agreement shall be in effect from the date of final ratification and approval by the City Council and shall remain in full force and effect from that date through January 31, 2009.

Article 14. Compensation

Year 1 – Effective February 1, 2008, salary ranges for all employees will be increased by 3.0%.

The City agrees to delete the City of Grass Valley from the agencies used to survey for compensation and benefits.

Article 24. Benefits and Reimbursements. Health, Dental, Vision, Long Term Disability, Life and Accidental Death & Dismemberment Insurance

III. Employee Benefit Package

Family Dental Plan – The City agrees to change dental providers to Delta Dental and maintain the same level of benefits.

IV. Premiums

A. Medical Insurance

Year 1 – Effective the first day of the month following ratification and adoption by the City Council, the City will contribute a maximum of \$1,013 per month per employee toward the cost of medical insurance.

Article 27. Retirement Benefits

The City agrees to maintain membership and to continue to contract with the State of California Public Employees Retirement System (CalPERS) plan during the term of this agreement. The plan will have the following additional contract benefits.

Section 21574 1959 Survivors Benefit, Fourth Option
Section 20965 Credit for Unused Sick Leave
Section 20042 One-Year Final Comp

EXHIBIT B
CITY OF ROCKLIN
PUBLIC SERVICE EMPLOYEES SALARY SCHEDULE
Effective February 1, 2008

<u>Classification</u>	<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Office Assistant I	5	2261	2374	2494	2618	2749	2886
Account Clerk I	8	2435	2558	2685	2819	2961	3110
Office Assistant II	9	2496	2621	2752	2889	3034	3186
Community Development Assistant Marketing Assistant	11	2622	2753	2891	3035	3188	3348
Account Clerk II Maintenance Worker	12	2688	2822	2963	3112	3267	3431
Senior Office Assistant	15	2894	3040	3191	3351	3519	3696
Building Maintenance Worker Community Development Technician I Parks Maintenance Worker Parts Specialist	16	2967	3116	3271	3435	3607	3786
Community Services Program Assistant Landscape Maintenance Worker Street Maintenance Worker Traffic Maintenance Assistant	17	3042	3193	3353	3521	3697	3881
Equipment Mechanic I	19	3195	3355	3523	3699	3884	4078
Community Development Technician II Irrigation Maintenance Technician Senior Building Maintenance Worker	20	3275	3439	3611	3791	3982	4181
Accounting Technician Administrative Assistant Parks Trades Worker Senior Landscape Maintenance Worker Senior Street Maintenance Worker	21	3357	3525	3701	3886	4081	4286
Administrative Assistant to the Police Chief Public Works Technician	22	3441	3613	3794	3983	4183	4392

<u>Classification</u>	<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Building Trades Worker Community Services Program Coordinator Engineering Technician I Equipment Mechanic II Traffic Maintenance Technician	23	3527	3703	3888	4083	4287	4501
Community Services Accounting Technician	24	3615	3796	3986	4185	4394	4614
Code Compliance Officer	25	3706	3890	4085	4290	4504	4729
Building Inspector I Construction Inspector I Landscape Inspector Public Works Inspector I	26	3798	3988	4187	4397	4617	4847
Building Plans Examiner I Community Services Program Supervisor I Engineering Technician II Marketing Specialist	27	3893	4088	4292	4506	4732	4969
Accountant I Building Maintenance Supervisor Senior Equipment Mechanic Senior Traffic Maintenance Technician	28	3990	4190	4399	4620	4850	5093
Building Inspector II Community Development Inspector Construction Inspector II Engineering/GIS Technician Public Works Inspector II	30	4192	4402	4623	4853	5095	5351
Building Plans Examiner II Community Services Program Supervisor II Fire Inspector Information Technology Specialist Senior Engineering Technician	31	4297	4512	4738	4975	5223	5485
Accountant II Community Services Program Supervisor II/Special Projects Landscape Maintenance Supervisor Parks Maintenance Supervisor Street Maintenance Supervisor	32	4404	4625	4856	5099	5354	5622

<u>Classification</u>	<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Assistant Planner Facilities Maintenance Supervisor Senior Community Services Program Supervisor Senior Engineering/Surveying Technician Traffic Maintenance Supervisor	33	4515	4740	4978	5226	5488	5762
Senior Accountant	35	4743	4980	5229	5491	5766	6054
Senior Building Inspector	36	4862	5105	5360	5628	5910	6205
Assistant Engineer Assistant Land Surveyor	37	4983	5232	5494	5769	6057	6360
Associate Planner Technical Support Supervisor	39	5236	5497	5772	6061	6364	6683
Associate Engineer	43	5779	6069	6372	6690	7025	7376
Plan Check Engineer	44	5924	6220	6531	6858	7201	7560